

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Debtors.

Case No. 08-13555 (JMP)  
(Jointly Administered)

## PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Alden Global Distressed Opportunities Master  
Fund, LP

Name of Transferee

Oddo & Cie

Name of Transferor

Name and Address where notices to transferee  
should be sent:

c/o Alden Global Capital  
885 Third Ave, 34th Floor  
New York, New York 10022  
Attn: Chris Scholfield  
Tel: 212-418-6862  
cscholfield@smithnyc.com

Court Claim # (if known): 67361, which amends  
35509 (30.03057581% of such claim)

Amount of Claim as Filed: \$25,185,359.94

Amount of Claim Transferred: \$7,563,308.61

Date Claim Filed: March 7, 2011 and September  
29, 2009, respectively

Debtor: Lehman Brothers Holdings Inc.

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_

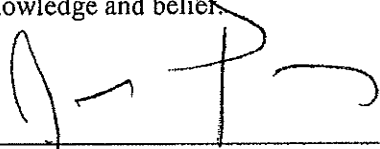
Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments  
should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  \_\_\_\_\_

Date: 4/19/11

Transferee/Transferee's Agent

Name: Jason Pecora

Title: Managing Director - Operations

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

*PARTIAL Transfer of LBHI Claim # 0000035509*  
**LEHMAN PROGRAM SECURITY**

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER  
OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Oddo & Cie ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Alden Global Distressed Opportunities Master Fund, LP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of that portion of the claims as set out in Schedule 1 attached hereto (the "Purchased Portion"), in Seller's right, title and interest in and to the Proof of Claim filed in accordance with the Court's order setting the deadline for filing proofs of claims in respect of "Lehman Program Securities" with the number 0000035509 date stamped September 29, 2009, as amended by the Proof of Claim filed in accordance with the Court's order setting the deadline for filing proofs of claims in respect of "Lehman Program Securities" with the number 0000067361 date stamped March 7, 2011 (collectively the "Proof of Claim," a copy of which is attached as Schedule 2 hereto) filed by or on behalf of Seller's predecessor in interest against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

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Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

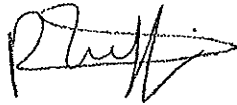
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

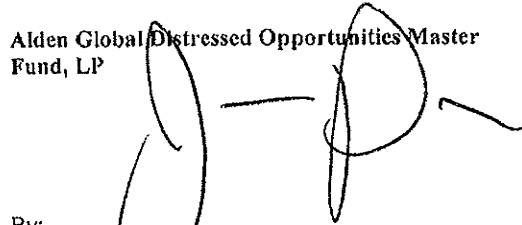
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 18 day of April 2011.

Oddo & Cie



By: Richard TUFFIER  
Name:  
Title: executif comité membre  
head of fixed income  
Address: 12 bd de La Madeleine  
75003 PARIS.

Alden Global Distressed Opportunities Master  
Fund, LP



By: Jason Pecora  
Name:  
Title: Managing Director - Operations  
Address:

Schedule I

Transferred Claims

Purchased Portion

- (1) 100% of XS0200284247 = USD 801,654.46 of USD 801,654.46 (the outstanding amount of XS0200284247 as described in the Proof of Claim),
  - (2) 100% of XS0208459023 = USD 289,395.55 of USD 289,395.55 (the outstanding amount of XS0208459023 as described in the Proof of Claim),
  - (3) 100% of XS0211093041 = USD 3,239,644.79 of USD 3,239,644.79 (the outstanding amount of XS0211093041 as described in the Proof of Claim),
  - (4) 100% of XS0213971210 = USD 3,062,801.81 of USD 3,062,801.81 (the outstanding amount of XS0213971210 as described in the Proof of Claim), and
  - (5) 100% of XS0268043709 = USD 169,812.00 of USD 169,812.00 (the outstanding amount of XS0268043709 as described in the Proof of Claim), which equals
- (TOTAL) 30.03057581% of the Proof of Claim = USD 7,563,308.61 of USD 25,185,359.94 (the outstanding amount of the Proof of Claim).

Lehman Programs Securities to which Transferred Claim Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Notional Amount	Maturity	Accrued Amount up to September 15, 2009
LEHMAN BR. TR. 04/14FLR MTN	XS0200284247	6023079	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 550 000 (Equivalent to USD 778 305 at 1.4151)	9/22/2014	EUR 16 500.22 (Equivalent to USD 23 349.46 at 1.4151)
LEHMAN BR. TR. 04/16 FLRMTN	XS0208459023	6023081	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 200 000 (Equivalent to USD 283 020 at 1.4151)	12/30/2016	EUR 4 505.37 (Equivalent to USD 6 375.55 at 1.4151)
LEHMAN BR. TR. 05/15 FLRMTN	XS0211093041	6023082	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	EUR 150 000 (Equivalent to USD 212 265 at 1.4151)	2/16/2015	EUR 1 745.90 (Equivalent to USD 2 470.62 at 1.4151)
		6023083			EUR 1 513 000 (Equivalent to USD 2 141 046.3 at 1.4151)		EUR 17 610.35 (Equivalent to USD 24 920.38 at 1.4151)
		6023084			EUR 260 000 (Equivalent to USD 367 926 at 1.4151)		EUR 3 026.23 (Equivalent to USD 4 282.42 at 1.4151)

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		6023085				EUR 40 000(Equivalent to USD 56 604 at 1.4151)		EUR 465.57 (Equivalent to USD 658.83 at 1.4151)
		6023087				EUR 150 000(Equivalent to USD 212 265 at 1.4151)		EUR 1 745.90 (Equivalent to USD 2 470.62 at 1.4151)
		6023088				EUR 150 000(Equivalent to USD 212 265 at 1.4151)		EUR 1 745.90 (Equivalent to USD 2 470.62 at 1.4151)
LEHMAN BR. TR. 05/15 FLRMTN	XS0213971210	6023089	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.		EUR 2 143 000 (Equivalent to USD 3 032 559.3 at 1.4151)	03/18/2015	EUR 21 371.29 (Equivalent to USD 30 242.51 at 1.4151)
LEHMAN BR. TR. 06/10 FLRMTN	XS0268043709	6023091	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.		EUR 120 000 (Equivalent to USD 169 812 at 1.4151)	12/05/2010	zero

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Schedule 2

Copy of Proof of Claim # 0000035509 and Proof of Claim # 0000067361

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FILE COPY

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-judocket.com">http://www.lehman-judocket.com</a> as of July 17, 2009		THIS SPACE IS FOR COURT USE ONLY
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Kepler-Fonds Kapitalanlagegesellschaft mbH A-4020 Linz Europaplatz 1a Austria Attn: Mag. Reinhard Trinkl		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: 35509 (If known)  Filed on: 08/29/2009
Telephone number: Email Address:  Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:		
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Amount of Claim: \$ 25,185,359.94 (Required)		
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.		
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.  International Securities Identification Number (ISIN): please see attached (Required)		
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:  please see attached (Required)		
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.  Account holders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  please see attached (Required)		
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY
Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		

  
KEPLER-FONDS  
Kapitalanlagegesellschaft m.b.H.

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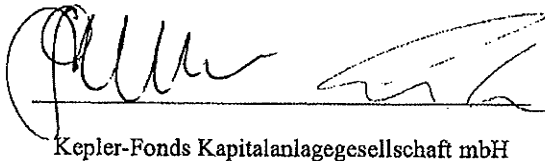


Please see Schedule A attached hereto for the information specified above.

4. Notices. All notices to Claimant concerning this Amended Proof of Claim should be sent to:

Kepler-Fonds Kapitalanlagegesellschaft mbH  
A-4020 Linz  
Europaplatz 1a  
Austria  
Attn: Mag. Reinhard Trinki

5. Amendments/Reservation of Rights. Claimant shall have the right to amend or supplement this Amended Proof of Claim and to file additional proofs of claim for additional claims which may be based on the same or additional documents. The execution and filing of this Amended Proof of Claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in the above-captioned cases (or any jointly administered case) against or otherwise involving Claimant; (iii) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of this Amended Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in this case (or any jointly administered case) against or otherwise involving Claimant; (iv) an election of remedy; (v) a waiver of any rights or claims Claimant may have against the Debtors or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (vi) a waiver of any past, present or future defaults or events of default.



Kepler-Fonds Kapitalanlagegesellschaft mbH

Andreas Lassner

Dr. Robert Gründlinger


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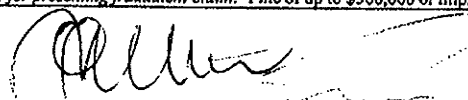
Schedule A

ISIN	SECURITY DESCRIPTION	CURRENCY	NOMINAL AMOUNT	Accrued Interest up to Sept 15, 2009	AMOUNT IN US-\$ (incl. accrued interest)	EUROCLEAR ACCOUNT	EUROCLEAR ELECTRONIC BLOCKING REFERENCE NUMBER
XS0082350587	LEHMAN BROTH. 97/27 ZOMTN	ITL	12,000,000,000		8,770,057.89	24507	6023077
		EUR	6,197,482.79				
XS0128857413	LEHMAN BROTH. 01/11 MTN	EUR	400,000	9,012.33	578,793.35	99147	6023078
XS0200284247	LEHMAN BR.TR. 04/14FLRMTN	EUR	550,000	16,500.22	801,654.46	99147	6023079
XS0205185456	LEHMAN BROTH.04/09FLR MTN	EUR	700,000	3,652.60	995,738.79	99147	6023080
XS0208459023	LEHMAN BR.TR. 04/16FLRMTN	EUR	200,000	4,505.37	289,395.55	99147	6023081
XS0211093041	LEHMAN BR.TR. 05/15FLRMTN	EUR	150,000	1,745.90	214,735.62	99147	6023082
XS0211093041	LEHMAN BR.TR. 05/15FLRMTN	EUR	1,513,000	17,610.33	2,165,966.68	99147	6023083
XS0211093041	LEHMAN BR.TR. 05/15FLRMTN	EUR	260,000	3,026.23	372,208.42	99147	6023084
XS0211093041	LEHMAN BR.TR. 05/15FLRMTN	EUR	40,000	465.57	57,262.83	99147	6023085
XS0211093041	LEHMAN BR.TR. 05/15FLRMTN	EUR	150,000	1,745.90	214,735.62	99147	6023087
XS0213971210	LEHMAN BR.TR. 05/15FLRMTN	EUR	150,000	1,745.90	214,735.62	99147	6023088
XS0252835110	LEHMAN BROTH.06/11FLR MTN	EUR	2,143,000	21,371.29	3,062,801.81	99147	6023089
XS0268043709	LEHMAN BR.TR. 09/10 ZOMTN	EUR	2,000,000	12,345.78	2,847,670.51	99147	6023090
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	120,000		169,812.00	99147	6023091
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	50,000	263.40	71,127.74	99147	6023092
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	150,000	790.20	213,383.21	99147	6023093
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	150,000	790.20	213,383.21	99147	6023094
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	300,000	1,580.40	426,766.42	99147	6023095
XS0300055547	LEHMAN BROTH.07/12FLR MTN	EUR	150,000	790.20	213,383.21	99147	6023096
XS0307745744	LEHMAN BROTH. 07/14 MTN	EUR	2,300,000	26,158.56	3,291,745.98	99147	6023097
Total US-\$					25,185,359.94		

ECB reference rate EUR/US-Dollar of 15.09.2008: 1.4151  
we applied the ECB reference rate for converting EUR nominal values in US-\$.  
For converting Italian Lira (ITL) in EUR we applied the official EU regulation no. 2866/98 of December 31, 1998,  
which provides by statute an official rate of 1 EUR = 1,936.27 Italian Lira (ITL).  
EUROCLEAR account holder is in all cases Raiffeisenlandesbank Osterreich Aktiengesellschaft

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000067361	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor (and name and address where notices should be sent if different from Creditor)  Kepler-Fonds Kapitalanlagegesellschaft mbH A-4020 Linz Europaplatz 1a Austria Attn: Mag. Reinhard Trinkl		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: 35509 (If known)  Filed on: 08/29/2009	
Telephone number: _____ Email Address: _____ Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 26,185,359.94 (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): please see attached (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: please see attached (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: please see attached (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED/RECEIVED MAR 07 2011 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: _____	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

  
**KEPLER-FONDS**  
Kapitalanlagegesellschaft m.b.H.

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS, INC., *et al.*,  
Debtors.

Chapter 11 Case

No. 08-13555 (JMP)

(Jointly Administered)

**ADDENDUM TO AMENDED PROOF OF CLAIM OF  
KEPLER-FONDS KAPITALANLAGEGESELLSCHAFT MBH**

1. Claimant. Kepler-Fonds Kapitalanlagegesellschaft mbH (the "Claimant").
2. The Debtor. On September 15, 2008, Lehman Brothers Holdings Inc. ("Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code ("Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"). This amended Proof of Claim (the "Amended Proof of Claim") is being filed against Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP).
3. Basis for Amendment. On September 29, 2009, the Claimant filed Proof of Claim Number 35509 (the "Original Proof of Claim") for amounts owed by the Debtor pursuant to certain specified Lehman Programs Securities in the aggregate claim amount of USD 25,185,359.94.

Claimant files this Amended Proof of Claim to indicate the claim amount allocable to each Lehman Programs Security listed in the Original Proof of Claim. The aggregate claim amount of USD 25,185,359.94 is not being amended.

This Amended Proof of Claim also indicates the Euroclear Bank Electronic Instruction Reference Number for each Lehman Programs Security listed in the Original Proof of Claim, and the Accountholders Euroclear Bank Participant Account Number for each Lehman Programs Security listed in the Original Proof of Claim.

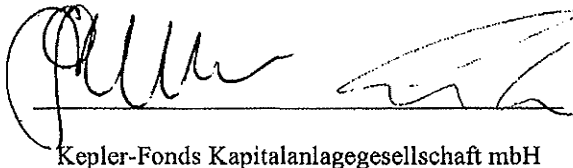
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Please see Schedule A attached hereto for the information specified above.

4. Notices. All notices to Claimant concerning this Amended Proof of Claim should be sent to:

Kepler-Fonds Kapitalanlagegesellschaft mbH  
A-4020 Linz  
Europaplatz 1a  
Austria  
Attn: Mag. Reinhard Trinkl

5. Amendments/Reservation of Rights. Claimant shall have the right to amend or supplement this Amended Proof of Claim and to file additional proofs of claim for additional claims which may be based on the same or additional documents. The execution and filing of this Amended Proof of Claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in the above-captioned cases (or any jointly administered case) against or otherwise involving Claimant; (iii) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of this Amended Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in this case (or any jointly administered case) against or otherwise involving Claimant; (iv) an election of remedy; (v) a waiver of any rights or claims Claimant may have against the Debtors or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (vi) a waiver of any past, present or future defaults or events of default.



Kepler-Fonds Kapitalanlagegesellschaft mbH

Andreas Lassner

Dr. Robert Gründlinger

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Schedule A

ISIN	SECURITY DESCRIPTION	CURRENCY	NOMINAL AMOUNT	Accrued interest up to Sept 15, 2009	AMOUNT IN US-\$ (incl. accrued interest)	EUROCLEAR ACCOUNT	EUROCLEAR ELECTRONIC BLOCKING
XS0082350587	LEHMAN BROTH. 97/127 ZOMTN	ITL	12.000.000.000		8.770.057,89	24507	6023077
		EUR	6.197.482,79				
XS0128857413	LEHMAN BROTH. 01/11 MTN	EUR	400.000	9.012,33	578.793,35	99147	6023078
XS0200284247	LEHMAN BR. TR. 04/14FLRMTN	EUR	550.000	16.500,22	801.654,46	99147	6023079
XS0205185456	LEHMAN BROTH. 04/09FLR MTN	EUR	700.000	3.652,60	995.738,79	99147	6023080
XS0208459023	LEHMAN BR. TR. 04/16FLRMTN	EUR	200.000	4.505,37	289.395,55	99147	6023081
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	150.000	1.745,90	214.735,62	99147	6023082
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	1.513.000	17.610,33	2.165.966,68	99147	6023083
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	260.000	3.026,23	372.208,42	99147	6023084
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	40.000	465,57	57.262,83	99147	6023085
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	150.000	1.745,90	214.735,62	99147	6023087
XS0211093041	LEHMAN BR. TR. 05/15FLRMTN	EUR	150.000	1.745,90	214.735,62	99147	6023088
XS0213971210	LEHMAN BR. TR. 05/15FLRMTN	EUR	2.143.000	21.371,29	3.062.801,81	99147	6023089
XS0252835110	LEHMAN BROTH. 06/11FLR MTN	EUR	2.000.000	12.345,78	2.847.670,51	99147	6023090
XS0268043709	LEHMAN BR. TR. 06/10 ZOMTN	EUR	120.000		169.812,00	99147	6023091
XS0300055547	LEHMAN BROTH. 07/12FLR MTN	EUR	50.000	263,40	71.127,74	99147	6023092
XS0300055547	LEHMAN BROTH. 07/12FLR MTN	EUR	150.000	790,20	213.383,21	99147	6023093
XS0300055547	LEHMAN BROTH. 07/12FLR MTN	EUR	150.000	790,20	213.383,21	99147	6023094
XS0300055547	LEHMAN BROTH. 07/12FLR MTN	EUR	300.000	1.580,40	426.766,42	99147	6023095
XS0300055547	LEHMAN BROTH. 07/12FLR MTN	EUR	150.000	790,20	213.383,21	99147	6023096
XS0307745744	LEHMAN BROTH. 07/14 MTN	EUR	2.300.000	26.158,56	3.291.746,98	99147	6023097
Total US-\$					25.185.359,94		

ECB reference rate EUR/US-Dollar of 15.09.2008: 1,4151  
we applied the ECB reference rate for converting EUR nominal values in US-\$.  
For converting Italian Lira (ITL) in EUR we applied the official EU regulation no. 2866/98 of December 31, 1998,  
which provides by statute an official rate of 1 EUR = 1.936,27 Italian Lira (ITL).  
EUROCLEAR account holder is in all cases Raiffeisenlandesbank Osterreich Aktiengesellschaft

RT